

**REQUEST FOR WAIVER
OF HASKELL INDEPENDENT SCHOOL DISTRICT**

February 12, 2018

Ms. Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Docket No. 02-6
Request for Waiver of Haskell Independent School District 2, BEN: 140183
FY2017, Form 471 #171017943

Dear Ms. Dortch:

On behalf of Haskell Independent School District 2 (Haskell ISD), I am respectfully requesting a waiver of section 54.504(a) of the Commission's rules.

Haskell ISD submitted FCC Form 471 #171017943 for Erate FY2017 on April 24, 2017.¹ Funding request number 1799040315 was submitted for Haskell ISD's wide area network circuits (100 Mbps) that connect five school locations.² The contract dated April 5, 2017 was properly uploaded into the USAC portal using the "manage contracts" tool (EPC Contract # 146775).³ The contract shows the five sites with a cost of \$1,300/each and total monthly cost of \$6,500/month.⁴

The applicant correctly described the services in the narrative for FRN 1799040315 as follows:⁵
"Broadband Data Connections - Wide area network. 5 Circuits @ 100 Mbps each Mary White Elementary 408 W. Franklin St. Haskell High School 900 N. Ohio Event Center Fine Arts 900 N. Ohio Field House 900 N. Ohio Softball Field 900 N. Ohio."

¹ See Exhibit 1, FCC Form 471.

² *Id.*

³ See Exhibit 2.

⁴ See Exhibit 3, Contract between BTC Broadband and Haskell ISD.

⁵ See Exhibit 1 at pg. 2.

However, the quantity that was keyed on the application (FRN 1799040315.001) was quantity of 1 instead of 5.⁶ The monthly cost requested (pre-discount) should have been 5 x \$1,300/each for a total monthly cost of \$6,500/month instead of 1 x \$1,300/each for a total monthly cost of \$1,300/month. Additionally, the associated fees⁷ (FRN 1799040315.002) should be for a quantity of 5 x \$226.25 for a total monthly cost of \$1,131.

This ministerial error would normally have been identified during PIA review if the reviewer had compared the uploaded contract or the narrative to the funding request. However, there were no review questions on the funding request for the circuits.

The applicant is respectfully requesting a waiver in order to change the quantity from one to five circuits. This will result in a corrected monthly pre-discount amount including the five circuits and associated fees of \$7,631/month.

Any of the Commission's rules may be waived if good cause is shown.⁸ The Commission may exercise its discretion to waive a rule where the particular facts make strict compliance inconsistent with the public interest.⁹ In addition, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis.¹⁰

In its *Bishop Perry Order*, the Commission allowed applicants to correct ministerial and clerical errors made on their FCC forms.¹¹ Here, this error was of the type that USAC could have corrected, pursuant to Commission order, had the error been discovered before the funding commitment decision letter was issued.¹² Unfortunately, however, that did not happen until after the FCDL was issued. As such, USAC no longer has the authority to make the correction; hence Haskell is now filing this waiver request.

⁶ *Id.* at pg. 3.

⁷ *Id.* at pg. 5.

⁸ 47 C.F.R. § 1.3.

⁹ *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) (Northeast Cellular).

¹⁰ *WAIT Radio v. FCC*, 418 F.2d 1153, 1159 (D.C. Cir. 1969); *Northeast Cellular*, 897 F.2d at 1166.

¹¹ *See Request for Review of the Decision of the Universal Service Administrator by Bishop Perry Middle School, et al., Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, FCC 06-54, 21 FCC Rcd 5316, 5326-27 ¶¶ 22-23 (2006) (directing USAC to provide applicants with an opportunity to cure ministerial and clerical errors on the FCC Forms that they submit to USAC).

¹² *See* USAC's website at <http://www.usac.org/sl/applicants/step01/clerical-errors.aspx>.

We note that the Bureau has granted waiver numerous requests of this type, allowing applicants to correct their ministerial and clerical errors,¹³ and we respectfully request that the Bureau grant this waiver request as well.

/s/ Deborah Sovereign

Deborah Sovereign
Kellogg & Sovereign Consulting, LLC
1101 Stadium Drive
Ada, OK 74820
(580) 332-1444
Email: dsovereign@kelloggllc.com

¹³ *Requests for Review of Decisions of the Universal Service Administrator by Archer Public Library et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 23 FCC Rcd 15518 (Wireline Comp. Bur. 2008); *Requests for Waiver and Review of Decisions of the Universal Service Administrator by Ann Arbor Public Schools et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 25 FCC Rcd 17319 (Wireline Comp. Bur. 2010); *Request for Waiver and Review of Decisions of the Universal Service Administrator by Erie I BOCES et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 28 FCC Rcd 13381 (Wireline Comp. Bur. 2013) (Erie I BOCES Order) (granting appeals and petitions for reconsideration from petitioners seeking a waiver of the Commission's E-rate rules in order to correct ministerial or clerical errors on petitioners' E-rate applications or associated forms).

Exhibit 1

Funding Request for FRN #1799040315

Funding Request Nickname: 4 - WAN 100 Mbps

Service Type: Data Transmission and/or Internet Access

Agreement Information - Contract

Contract Number	Haskell ISD 2 - WAN 100 Mbps	Account Number	HASK NEW WAN 100 Mbps
Establishing FCC Form 470	170049852	Service Provider	BTC Broadband (SPN: 143031484)
Was an FCC Form 470 posted for the product and/or services you are requesting?	Yes	Based on State Master Contract?	No
Award Date	April 05, 2017	Based on a multiple award schedule?	No
How many bids were received for this contract?	3	Includes Voluntary Extensions?	Yes
What is the service start date?	July 01, 2017	Remaining Voluntary Extensions	2
		Total Remaining Contract Length	36
		What is the date your contract expires for the current term of the contract?	June 30, 2018

Document Name	Document Description
c4. HASK_BTC_WAN 100 Mbps_1720.pdf	

Pricing Confidentiality

Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract? No

Narrative Broadband Data Connections - Wide area network, 5 Circuits @ 100 Mbps each Mary White Elementary 408 W. Franklin St. Haskell High School 900 N. Ohio Event CenterFine Arts 900 N. Ohio Field House 900 N. Ohio Softball Field 900 N. Ohio

Uploaded contract - EPC # 146775 shows total monthly cost of \$6500/month.
Narrative correctly lists 5 circuits

Line Item # 1799040315.001

Product and Service Details

Purpose Data Connection between two or more sites entirely within the applicant's network

Function Fiber

Type of Connection Ethernet

Bandwidth Speed

Upload Speed 100.0 Mbps **Download Speed** 100.0 Mbps

Connection Information

Does this include firewall services? No **Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")?** Yes

Is this a direct connection to a single school, library or a NIF for Internet access? No

Cost Calculation for FRN Line Item # 1799040315.001

Monthly Cost	
Monthly Recurring Unit Cost	\$1,300.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$1,300.00
Monthly Quantity	x 1
Total Monthly Eligible Recurring Costs	= \$1,300.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$15,600.00

One-Time Cost	
One-time Unit Cost	\$0.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$0.00
One-time Quantity	x 0
Total Eligible One-time Costs	= \$0.00
Summary	
Total Eligible Recurring Costs	\$15,600.00
Total Eligible One-time Costs	+ \$0.00
Pre-Discout Extended Eligible Line Item Cost	= \$15,600.00

Total monthly Quantity should be 5
Total monthly eligible recurring costs should be \$6,500
x 12 months = \$78,000 pre discount

Recipients of Services

BEN	Name
84893	HASKELL MIDDLE SCHOOL
84894	HASKELL HIGH SCHOOL
84895	MARY WHITE ELEMENTARY SCHOOL
17009659	Haskell Event Center
17009660	Haskell Softball Complex
17009661	Haskell Football Complex

Line Item # 1799040315.002

Product and Service Details

Purpose Data Connection between two or more sites entirely within the applicant's network

Function Miscellaneous

Type of Connection Taxes and USF Fees

Bandwidth Speed

Upload Speed 100.0 Mbps **Download Speed** 100.0 Mbps

Connection Information

Does this include firewall services? No **Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")?** Yes

Is this a direct connection to a single school, library or a NIF for Internet access? No

Cost Calculation for FRN Line Item # 1799040315.002

Monthly Cost	
Monthly Recurring Unit Cost	\$226.20
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$226.20
Monthly Quantity	x 1
Total Monthly Eligible Recurring Costs	= \$226.20
Months of Service	x 12
Total Eligible Recurring Costs	= \$2,714.40

One-Time Cost	
One-time Unit Cost	\$0.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$0.00
One-time Quantity	x 0
Total Eligible One-time Costs	= \$0.00
Summary	
Total Eligible Recurring Costs	\$2,714.40
Total Eligible One-time Costs	+ \$0.00
Pre-Discout Extended Eligible Line Item Cost	= \$2,714.40

MONTHLY FEES \$226.20 X 5 = \$1,131.00/month
12 months: \$13,572.00 pre-discount

Recipients of Services

BEN	Name
84893	HASKELL MIDDLE SCHOOL
84894	HASKELL HIGH SCHOOL
84895	MARY WHITE ELEMENTARY SCHOOL
17009659	Haskell Event Center
17009660	Haskell Softball Complex
17009661	Haskell Football Complex

FRN Calculation for FRN #1799040315

Monthly Charges	
Total Monthly Recurring Charges	\$1,526.20
Total Monthly Ineligible Charges	- \$0.00
Total Monthly Eligible Charges	= \$1,526.20
Total Number of Months of Service	x 12
Total Eligible Pre-Discount Recurring Charges	= \$18,314.40

One-Time Charges	
Total One-Time Charges	\$0.00
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$0.00

Total Requested Amount	
Total Eligible Pre-Discount Recurring Charges	\$18,314.40
Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Pre-Discount Charges	= \$18,314.40
Discount Rate	80%
Funding Commitment Request	= \$14,651.52

Corrected totals:
Monthly Recurring Charges: \$7,631.00
Annual Recurring Charges: \$91,572.00
80%
Funding commitment Request: \$73,257.60

Exhibit 2

[Records](#) / [Applicant Entities](#)

#140183 - HASKELL INDEP SCHOOL DIST 2



MANAGE CONTRACTS

[Summary](#) [Customer Service](#) [Modifications](#) [Additional Information](#) [Discount Rate](#) [Contracts](#) [FCC Forms](#) [FRN Appeals](#) [News](#)[Related Actions](#)[Submitted Contracts](#) / Contract #146775

Contract #146775

Contract Information

Nickname	HASK_BTC_WAN 100 Mbps_1718	Contract ID	146775
Can Other Applicants Piggy Back Off This Contract?	No	Contract Number	Haskell ISD 2 - WAN 100 Mbps
Piggy Backed Off Another Contract?	No	Based on a State Master Contract?	No
		Based on a Multiple Award Schedule?	No

Establishing FCC Form 470

Establishing FCC Form 470 #170049852

Number of Bids Received 3

Service Provider

Service Provider BTC Broadband (SPIN: 143031484)**Account Number** HASK NEW WAN 100 Mbps

Contract Dates

Award Date	4/5/2017	Multi-Year Contract?	No
Includes Voluntary Extensions?	Yes		

Extension Details:

- There are 2 remaining voluntary extensions.
- There are 36 months remaining in this contract if all extensions are exercised.
- This contract expires on 6/30/2020 if all extensions are exercised.

Pricing Confidentiality

There is no rule, statute, or other restriction which prohibits publication of the specific pricing information for this contract.

Supporting Documents

Document	Description
c4. HASK_BTC_WAN 100 Mbps_1720	

Exhibit 3

**Business Services Agreement**

11134 S Memorial, Bixby, OK 74008
401 S Dewey, Bartlesville, OK 74003

BTC Broadband Spin #: 143031484

Scott Boultinghouse, BTC Broadband

Phone: 918.366.0227
Fax: 918.364.3022

Contract: Haskell ISD 2 - WAN

Customer Information

Legal Company Name:	Haskell Independent School District 2	Billing Address:	Same
Street Address:	900 North Ohio	City/State/Zip:	
City/State/Zip:	Haskell, OK 74436	Federal Tax ID:	

Authorized Customer Contact Information

Name:	Stacy Ezell, Technology Director	Fax:	
Telephone:	(918) 482-5221	BTC Acct. No.:	
Email Address:	sezell@haskellps.org		

BTC Services: Category 1 WAN Services

Qty	Product Description	Term (Months)	Monthly Recurring	Non Recurring	Total Monthly Recurring
5	Fiber optic, Managed WAN - 100 MB	36	\$1,300.00	\$0.00	\$6,500.00

Total: \$0.00 \$6,500.00

Terms & Conditions

Pricing quoted is considered an ICB (Individual Case Base) and not applicable to other accounts. See additional Terms and Conditions attached.

Customer Authorized Signature:

BTC Authorized Signature:

Printed Name:

BTC Name:

Title:

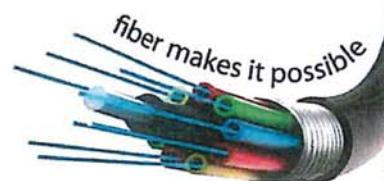
Title:

Date:

Date:



Delivering intelligent solutions to save you time and money.



Contract Terms and Conditions:

Term and Renewals: The term of the Agreement shall begin on the Effective Date and shall continue for an initial term of one (1) year ("Initial Term"), subject to extensions permitted below. The parties intend for the Term hereof to begin on or about July 1, 2017, but regardless of when the first year of the Term actually commences, the first year of the Term shall expire upon June 30, 2018 with each successive one year renewal Term to expire on the following June 30th. Upon expiration of the Initial Term Customer shall have the right to extend this Agreement for two (2) additional one (1) year Terms, each exercisable upon notice of Customer or by mutual ratification of the parties. For each one year renewal Term, Customer agrees to use good faith and commercially reasonable efforts to secure budget appropriations for the Services under this Agreement. If, at any time during the Term hereof, Customer does not receive the necessary budget appropriations for this Agreement, despite its good faith efforts to obtain such appropriations, Customer may, at its option, terminate this Agreement by providing written notice to BTC Broadband along with reasonable documentation substantiating such failure. Upon BTC Broadband's receipt of such notice, this Agreement shall terminate without liability to Customer (except that Customer will be required to pay for all Services rendered through the date of termination and shall also reimburse BTC Broadband for the construction costs, if any, still unamortized upon the date of termination), and BTC Broadband may disconnect Services. Upon expiration of the Term and the extensions set forth above, the Agreement shall automatically renew and continue in effect on a month-to-month basis ("Renewal Terms") until terminated by either party on thirty (30) days prior written notice. The Initial Term and Renewal Terms may collectively be referred to as the "Term".

Customer Authorized Signature:

Stacy Ezell
Printed Name: Stacy Ezell

BTC Authorized Signature:

Scott Floyd
BTC Name: SCOTT FLOYD



Delivering intelligent solutions to save you time and money.

Exhibit 4



PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

News Media Information 202 / 418-0500
Internet: <http://www.fcc.gov>
TTY: 1-888-835-5322

DA 17-245

Released: March 13, 2017

Proposed Second Quarter 2017 Universal Service Contribution Factor

CC Docket No. 96-45

In this Public Notice, the Office of Managing Director (OMD) announces that the proposed universal service contribution factor for the second quarter of 2017 will be 0.174 or 17.4 percent.¹

Rules for Calculating the Contribution Factor

Contributions to the federal universal service support mechanisms are determined using a quarterly contribution factor calculated by the Federal Communications Commission (Commission).² The Commission calculates the quarterly contribution factor based on the ratio of total projected quarterly costs of the universal service support mechanisms to contributors' total projected collected end-user interstate and international telecommunications revenues, net of projected contributions.³

USAC Projections of Demand and Administrative Expenses

Pursuant to section 54.709(a)(3) of the Commission's rules,⁴ the Universal Service Administrative Company (USAC) submitted projections of demand and administrative expenses for the second quarter of 2017.⁵ Accordingly, the projected demand and expenses are as follows:

¹ See 47 C.F.R. § 54.709(a).

² See *id.*

³ See 47 C.F.R. § 54.709(a)(2).

⁴ See 47 C.F.R. § 54.709(a)(3).

⁵ See Federal Universal Service Support Mechanisms Fund Size Projections for the Second Quarter 2017, available at <<http://www.universalservice.org/overview/filings>> (filed February 1, 2017) (*USAC Filing for Second Quarter 2017 Projections*). See also Federal Universal Service Support Mechanisms Quarterly Contribution Base for the Second Quarter 2017, available at <<http://www.universalservice.org/overview/filings>> (filed March 2, 2017) (*USAC Filing for Second Quarter 2017 Contribution Base*).

LETTER OF AGENCY



Haskell Public Schools

Mr. Doyle Bates, Superintendent
900 N. Ohio Haskell, OK 74436
Muskogee County 51 District I002
(918) 482-5221 Fax (918) 482-3346

E-RATE LETTER OF AGENCY 2017-18

APPLICANT: Haskell Public Schools

USAC Name: Haskell Indep School Dist 2

USAC Billed Entity Number: 140183

("Applicant") hereby authorizes Kellogg & Sovereign® Consulting, LLC or its designated agents or employees ("KSLLC") to act on our behalf during the term of this authorization.

Although not exclusive, KSLLC is specifically authorized to conduct the following actions on behalf of the Applicant:

- ♦ Prepare and submit Federal Communications Commission ("FCC") Forms 470, 471, 486, 500, 472 and other forms requested by the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC")
- ♦ Prepare and submit documentation to USAC or the FCC in compliance with E-Rate program rules and regulations.
- ♦ Act as our agent in working with representatives of the FCC or USAC to provide information as requested during application review, selective reviews, site visits, audits and any other activity associated with review of our applications.
- ♦ Prepare Requests for Proposal ("RFPs") to be posted to the KSLLC website and distributed to appropriate service providers.
- ♦ Provide information to service providers as needed to clarify information in RFPs and Forms 470.
- ♦ Solicit and receive proposals from service providers for requested services.
- ♦ Prepare comparisons of proposals from service providers.
- ♦ Complete contracts for eligible E-Rate services as specifically directed by the Applicant's authorized representative.

I also understand that in submitting these forms on our behalf, representatives of Kellogg & Sovereign® Consulting, LLC are making certifications for our school district. By signing this letter of agency under oath, I make the following certifications as required by the FCC¹³⁰:

I certify that the schools I represent are eligible for support because they are schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

I certify that the entity(ies) I represent or the entities listed on our applications will secure access, separately or through this program, to all of the resources, including computers, training, software, maintenance, internal connections, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs. I certify that the entities I represent or the entities to be listed on our application will secure access to all of the resources necessary to pay the discounted charges for eligible services from funds to which access will be secured in the funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

¹³⁰ Certifications per FCC Forms 470, 471 and 486. <http://www.usac.org/sl/tools/forms.aspx> (OMB Control No. 3060-0806 FCC Forms 470 and 471, OMB Control No. 3060-0853 FCC Form 486).

¹Modernizing the E-rate Program for Schools and Libraries, WC Docket No. 13-184, E-Rate Modernization Order, FCC 14-99A1 Released on 7/23/2014 at p.125-128 . http://transition.fcc.gov/Daily_Releases/Daily_Business/2014/db0723/FCC-14-99A1.pdf (last visited July 31, 2014).

Scott McCullah, Principal
Mary White Elementary
(918) 482-1402

Julie Bills, Principal/SPED Director
Haskell Middle/High School
(918) 482-5221



Haskell Public Schools

Mr. Doyle Bates, Superintendent
900 N. Ohio Haskell, OK 74436
Muskogee County 51 District I002
(918) 482-5221 Fax (918) 482-3346

E-Rate Letter of Agency 2017-18

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I authorize Kellogg & Sovereign® Consulting, LLC to post my Form 470 and, if applicable, Request for Proposal (RFP). Unless I am purchasing eligible services exempt from the competitive bidding requirement, I certify that a FCC Form 470 will be posted and that any related RFP will be made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the most cost-effective service offering will be selected, with price being the primary factor considered, and the most cost-effective means of meeting educational needs and technology goals.

I certify that I will review all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities I represent will comply with them.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500 and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on our applications have or will not have received anything of value or a promise of anything of value, other than services and equipment sought by means of forms filed with the Schools & Libraries Division, from the service provider, or any representative or agent thereof or any consultant in connection with our request for services.

I certify that I and the entity(ies) I represent will comply with all program rules, including recordkeeping requirements, and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There will be signed contracts or other legally binding agreements covering all of the services listed on our FCC Forms 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I will retain required documents for a period of at least **10 years** (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

I certify that I am authorized to order supported services for the eligible entity(ies) I represent. I certify that I am authorized to sign this Letter of Agency and all information to be provided to Kellogg & Sovereign® Consulting, LLC for the E-Rate submission will be true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to the associated applications have complied with the terms, conditions, and purposes of this program, that no kickbacks were or will be paid to anyone and that false statements on FCC forms can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I acknowledge that all pricing and technology infrastructure information submitted as part of an FCC Form 471 shall be treated as public and non-confidential by the Administrator unless the applicant specifies a statute, rule, or other restriction, such as a court order or an existing contract limitation barring public release of the information. I certify that contracts and other agreements will not prohibit disclosure of pricing or technology infrastructure information.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities that will be listed on our application, or any person associated in any way with my entity and/or the entities listed on our application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

Scott McCullah, Principal
Mary White Elementary
(918) 482-1402

Julie Bills, Principal/SPED Director
Haskell Middle/High School
(918) 482-5221



Haskell Public Schools

Mr. Doyle Bates, Superintendent
900 N. Ohio Haskell, OK 74436
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E-Rate Letter of Agency 2017-18

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I certify that if any of the funding requests listed on our FCC forms are for discounts for products or services that contain both eligible and ineligible components that Kellogg & Sovereign® Consulting, LLC on our behalf will allocate the cost of the contract to eligible and ineligible components as required by the Commission's rules at 47 C.F. R. § 54.504.

I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on the applicable FCC forms will be net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

I certify that prior to the commencement of service, the school(s) I represent will be in compliance with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).

I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information and belief, all information provided to KSLLC for E-Rate submission is true. If any of the statements made above are incorrect, fraudulent or misleading, the undersigned and their institution agrees to indemnify, as allowed by state law, KSLLC, its members, employees and agents of any and all liability, legal fees or actions that may arise from the incorrect, fraudulent or misleading statement(s).

Applicant Name: Haskell Indep School Dist. 2

Mailing Address, City, ST, Zip: 900 N. Ohio, Haskell, OK 74436

Signature of Authorized Person: Stacy L. Ezell Date: June 16, 2016
Printed Name of Authorized Person: Stacy L. Ezell Title: Technology Director

This authorization shall remain in effect until KSLLC is notified of its cancellation in writing via certified mail.

SWORN AFFIDAVIT

STATE OF Oklahoma)
) ss.
COUNTY OF Muskogee)

On this 16 day of June, 2016, before me, the subscriber, a Notary Public in and for said State and

County, personally appeared Stacy L. Ezell, known or identified to me to be the person whose name is subscribed to this Letter of Agency, and acknowledged that he/she is authorized on behalf of said entity/entities to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said organization.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal



(Signature of Notary)

My Commission Expires: 1-29-2019

Scott McCullah, Principal
Mary White Elementary
(918) 482-1402

Julie Bills, Principal/SPED Director
Haskell Middle/High School
(918) 482-5221